



FOR COUNTY USE ONLY

County of San Bernardino

F A S

STANDARD CONTRACT

X	New	Vendor Code		SC	Dept.	A	Contract Number	
	Change							
	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.	
Probation								
County Department Contract Representative					Telephone		Total Contract Amount	
							Not to Exceed \$200,000	
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
			7/1/03	6/30/06	\$200,000			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
AAA	PRN	PRN	200	2825	24000703	\$200,000		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name				Estimated Payment Total by Fiscal Year				
Linen and Laundry Services				FY	Amount	I/D	FY	Amount
				03/04	\$60,000	—		
				04/05	\$66,000	—		
Contract Type – 2(b)				05/06	\$74,000	—		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Angelica Textile Services

Hereinafter called Contractor

Address

925 South 8th Street

Colton, CA 92324

Telephone

(909) 825-2292

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT is made and entered into by the COUNTY of San Bernardino, hereinafter referred to as "County," on behalf of the Probation Department, hereinafter referred to as "Probation," and Angelica Textile Services, hereinafter referred to as "Contractor."

WHEREAS, Probation has the need for professional laundry and linen services; and

WHEREAS, Contractor is able to perform the required professional laundry and linen services; and

WHEREAS, Probation and Contractor wish to cooperate in the provision of these laundry and linen services,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. Obligations of Contractor:

1. The Contractor shall provide laundry service to Probation. The service shall consist of laundering the current County Owned Goods (COG) and augmenting old and worn COG with Contractor Owned Goods (linen). The products provided by Contractor shall be equal to or better than the existing quality of COG. Both COG and linen shall consist of items listed in Attachment A and shall be referred to collectively as laundry. All linen shall be appropriately marked and/or labeled for identification. Any COG items that become commingled with linen shall be returned to Probation.

All linen furnished and supplied by the Contractor shall at all times be and remain the property of the Contractor.

2. Contractor shall invoice Probation at \$0.3311 cents clean pound of laundry items, which includes augmentation of COG from time to time. This price shall also include Contractor pick-up of soiled laundry, process and delivery of laundry. Ongoing Contractor rate for Probation shall be equal to or less than the prevailing rate for the Arrowhead Regional Medical Center.
3. Contractor shall provide services of a dedicated account contact five (5) days per week and provide supervisors and/or technicians as well as office personnel to assist in the coordination of laundry services. Contractor shall be responsible for all salaries, labor and uniform related expenses for all supervisors, technicians and office personnel.
4. Contractor shall assume overall responsibility for laundered items from Probation; this includes the delivery of clean laundry and pick-up of soiled laundry 6 days a week to 900 East Gilbert Street, San Bernardino, CA 92415-0941. Delivery of clean laundry shall be between the hours of 9:00 A.M. and 11:00 A.M., or a mutually agreed upon time.
5. Contractor shall pick up soiled laundry at Probation's loading dock (laundry collection and distribution location) as designated by Probation, or other designated locations, at times mutually agreed upon by both parties. Soiled laundry will be contained in closed bags for pick up; clean laundry shall be placed into closed containers and delivered to specified locations.

Additional pick-ups and/or deliveries may be made from time to time by Contractor in order to service unusual or other extra needs of Probation. Contractor shall make every effort to comply with such requests, provided such requests are reasonable and do not unduly hamper Contractor's ability to service its other customers, or increase costs extraordinarily or unreasonably. Contractor shall not charge an additional amount for such services.

Contractor shall clean each cart after it has been used to transport soiled laundry.

6. Contractor must provide active leadership in a cost-effective process for the laundering of items by participating in a continuous improvement process for the performance of laundry services. Contractor shall provide continuing education to Probation staff relating to laundry services.
7. On a quarterly basis, Contractor shall provide Probation a report listing amounts (pounds and number of items) of linen utilized by unit and/or area, and cost of linen utilized by unit and/or area. Probation shall provide all necessary information to perform this report.
8. On each anniversary date of this Agreement (June 30th), all prices set forth herein will be increased by the amount of the Consumer Price Index (CPI) for All Urban Consumers, U.S. City Average, or 2%, whichever is greater, provided the increase is not more than five percent (5%). Contractor must notify Probation in writing, 60 days prior to CPI increase.
9. Contractor shall submit summary statements to Probation on a monthly basis. Statement will include a summary page of all charges, followed by individual charges identified by cost center. A three percent (3%) energy conservation charge will be applied to all invoices due to the rising cost of utilities and fuel and the increase of disposable items used within the facilities
10. Contractor shall comply with all applicable federal, state and local laws, codes and regulations, and the Textile Rental Services Association.

II. Obligations of Probation:

1. Probation shall reimburse Contractor at mutually agreed upon rates in Attachment A. All statements for services provided under this Agreement shall be submitted to the Probation on a monthly basis. All statements will be due and payable within 30 days of the date on the invoice.
2. Probation reserves the right to notify Contractor, in writing, 30 days in advance of its intent to discontinue use of any items listed in Attachment A.
3. Probation reserves the right to review service delivery and costs by performing a cost benefit analysis before June 30, 2004, to include additional locations such as the West Valley Juvenile Detention and Assessment Center and the High Desert Juvenile Detention and Assessment Center.

III. Indemnification:

1. Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees, and agents.
2. County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees, and agents.
3. In the event that Contractor or County is found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, the Contractor and/or County shall indemnify the other to the extent of its comparative fault.
4. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its indemnification obligations hereunder as to any claim or cause of action asserted so long as the event upon which such claim of action is predicted shall have occurred prior to the effective date of any such termination or completion.

IV. Insurance:

Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout this Agreement the following types of insurance with limits as shown:

1. **Workers' Compensation** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
2. **Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000.
3. **Errors and Omissions Liability Insurance** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
4. **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
5. **Additional Named Insured** – All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees,

agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

6. **Waiver of Subrogation Rights** – Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
7. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
8. **Proof of Coverage** – Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
9. **Insurance Review** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonable priced available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

V. Status of Parties:

1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Contractor and County but is rather an Agreement by and between independent contractors.
2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

VI. Assignment:

Neither party hereto shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.

VII. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

VIII. Rules of Construction:

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the Contractor. Section headings in this Agreement are for

convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

IX. Governing Law:

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

X. Counterparts:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto.

XI. Severability:

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XII. Alternative Dispute Resolution:

In the event Probation determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Notwithstanding the above, nothing herein shall preclude Contractor from pursuing its legal remedies at law, including but not limited to injunction or mandatory injunction, for the purpose of obtaining physical possession of linen owned by Contractor. The parties agree that the failure by Probation to return linen to Contractor within ten (10) days of the termination of the Agreement, or in accordance with the terms of the Agreement, will result in significant injury to Contractor.

XIII. Term and Termination:

This Agreement shall be effective July 1, 2003 through June 30, 2006. However, this Agreement may be terminated, with or without cause, by either party after giving the other party sixty (60) days advance written notice of its intention to terminate. The Chief Probation Officer is authorized to initiate the termination on behalf of the County.

XIV. Notices:

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

San Bernardino County Probation Department
Central Valley Juvenile Detention and Assessment Center
900 East Gilbert Street
San Bernardino, CA 92415-0941
Attn: Fiscal Services

Angelica Textile Services

925 South 8th Street
Colton, CA 92324
Attn: General Manager

XV. Former County Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

If during the course of the administration of this Agreement, County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, County is entitled to pursue any available legal remedies.

XVI. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

XVII. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XVIII. Authorization

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year first written above.

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COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Angelica Textile Services
(Print or type name of corporation, company, contractor, etc.)

By: ► _____
(Authorized signature - sign in blue ink)

Name: Roscoe Morrisette
(Print or type name of person signing contract)

Title: General Manager
(Print or Type)

Dated: _____

Address: 925 South 8th Street
Colton, CA 92324

Approved as to Legal Form

► _____
Dawn Stafford, Deputy County Counsel

Reviewed by Contract Compliance

► _____

Presented to BOS for Signature

► _____
Raymond B. Wingerd, Chief Probation Officer

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

Date _____

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

CUSTOMER OWNED GOODS (COG) and CONTRACTOR OWNED GOODS (LINEN)
PRICE SCHEDULE

Angelica will pick-up soiled, process and deliver Probation's laundry requirements for Central Valley Juvenile Detention and Assessment Center.

The following items will be charged at a rate of \$.3311 per clean delivered pound:

Apron	Pillowcase – white
Bath Towel	Polo Shirt/Sport Shirt
Bib Apron	Sheet
Dust Mop	Sleeping Bag
Glass Towel	Thermal Blanket
Huck Towel	Wet Mop 24 oz.
Laundry Bag	Washcloth (white)
Orange Cleaning Towel	

Any additional items Probation requires to those noted above will be provided by Contractor as negotiated.